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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449

RFQ NUMBER 19MX5326Q0033

PRICES, BLOCK 23

1. SCOPE OF SERVICES

1.1 General.

The Contractor shall be responsible for performing preventive maintenance services for the Photovoltaic System. These services shall result in all systems being serviced under this agreement being in good operational condition when activated.

The Contractor must demonstrate a high level of expertise, along with the necessary abilities, resources, licenses, and permits to perform the specified activities in compliance with all applicable local and federal Mexican regulations. Additionally, the contractor shall adhere to the highest industry standards and maintain superior quality in the execution of these duties. Excellence in customer service is also required as requested and approved by the Contracting Officer in accordance with the specifications, terms and conditions set forth herein.

1.2 Contract Type.

This is a firm-fixed price contract.

1.3 Period of Performance.

The performance period under this contract will commence on the date listed in the Award Letter and continue for twelve (12) months. This contract also contains FAR 52.217-9. "Option to Extend the Term of the Contract". This option allows four (4) additional 12-month periods of performance.) Site visits for preventive maintenance services must be scheduled with a minimum of ten (10) business days' advance notice to ensure proper access and support.

1.4 Currency.

1.4.1 Offer and Payment in U.S. Dollars.

U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offer in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States. Local companies are eligible to be paid in U.S. dollars provided that such company has a bank account in U.S. dollars at a Local Bank.

1.4.2 Offers and Payment in Pesos, Mexican Currency.

Any firm that is not a U.S. firm is a foreign firm. Any local or foreign firm that does not meet the definition of a U.S. firm shall submit its prices and receive payment in local currency unless the foreign or local firm has a U.S. dollar bank account in Mexico.

1.5 Value Added Tax.

1.5.1 U.S. Firms.

Value Added Tax (VAT) is not applicable to U.S. firms; therefore, it shall not be included in U.S. firm's rates or Invoices.

1.5.2 Local Companies.

Value Added Tax (VAT) for offers submitted by local companies, either in U.S. Dollars or in Pesos, Mexican currency, is not included in line-item rates. Instead, it will be priced as a separate amount in the contract and on the Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion.

1.6 Pricing.

The fixed prices established below for the Base Year maintenance services for the Photovoltaic System plus four (4) Option Years are fully loaded rates that include all work, including furnishing any managerial, administrative, and direct labor (in compliance with any local regulations), materials, overhead, insurance, and profit. Any costs not separately priced shall be considered to be included in the overhead and other indirect costs. The U.S. Government will not pay any additional expenses.

1.6.1 Base Year.

The firm fixed-price for this Base Year shall be a fully loaded rate.

As per paragraph 1.4 above, Base Year Prices are in _____ [Insert Currency].

CLIN	Type of service	Quantity of equipment	No. of service	Unit price ($)	Total per year ($)
001	Photovoltaic System Preventive Maintenance Interval: Annually	2,623	1		
Subtotal **Base Year**					
Value Added Tax (VAT)					
Total Base Year					

1.6.2. First Option Year.

The firm fixed-price for this First Option Year shall be a fully loaded rate.

As per paragraph 1.4 above, First Option Year Prices are in _____ *[Insert Currency]*.

CLIN	Type of service	Quantity of equipment	No. of service	Unit price ($)	Total per year ($)
101	Photovoltaic System Preventive Maintenance Interval: Annually	2,623	1		
Subtotal **First Option Year**					
Value Added Tax (VAT)					
Total First Option Year					

1.6.3 Second Option Year.

The firm fixed-price for this Second Option Year shall be a fully loaded rate.

As per paragraph 1.4 above, Second Option Year Prices are in _____ *[Insert Currency]*.

CLIN	Type of service	Quantity of equipment	No. of service	Unit price ($)	Total per year ($)
201	Photovoltaic System Preventive Maintenance Interval: Annually	2,623	1		
Subtotal **Second Option Year**					
Value Added Tax (VAT)					
Total Second Option Year					

1.6.4 Third Option Year.

The firm fixed-price for this Third Option Year shall be a fully loaded rate.

As per paragraph 1.4 above, Third Option Year Prices are in _____ *[Insert Currency]*.

CLIN	Type of service	Quantity of equipment	No. of service	Unit price ($)	Total per year ($)
301	Photovoltaic System Preventive Maintenance Interval: Annually	2,623	1		
Subtotal **Third Option Year**					
Value Added Tax (VAT)					
Total Third Option Year					

1.6.5 Fourth Option Year.

The firm fixed-price for this Fourth Option Year shall be a fully loaded rate.

As per paragraph 1.4 above, Fourth Option Year Prices are in _____ *[Insert Currency]*.

CLIN	Type of service	Quantity of equipment	No. of service	Unit price ($)	Total per year ($)
401	Photovoltaic System Preventive Maintenance Interval: Annually	2,623	1		
Subtotal **Fourth Option Year**					
Value Added Tax (VAT)					
Total Fourth Option Year					

1.6.6 Grand Total and all option years.

Annual breakdown for Photovoltaic System Preventive Maintenance Service.

	Total
Base Year (CLIN 001)	$
Option Year 1 (CLIN 101)	$
Option Year 2 (CLIN 201)	$
Option Year 3 (CLIN 301)	$
Option Year 4 (CLIN 401)	$
Grand Total	**$**

1.7 Repair option.

Repairs are NOT included under this agreement (see 7.1.3) and are to be done outside this contract. However, the Government desires current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in 7.1.3 any necessary repairs or parts will be submitted for approval and then billed against a separate PO. The Contractor is not approved to do any additional work without specific authorization from the Contracting Officer.

1.7.1 Repair Labor Rates.

	Labor hour rate	Total
Base Year		$
Option Year 1		$
Option Year 2		$
Option Year 3		$
Option Year 4		$

2. ACRONYMS

i. BOM: Bill of Materials
ii. CAA: Controlled-Access Area
iii. CDMX: Mexico City
iv. CLIN: Contract Line Item Numbers
v. CO: Contracting Officer
vi. COR: Contracting Officer's Representative
vii. CY: Calendar Year
viii. DS: Diplomatic Security
ix. FAC: Facility Manager
x. FAR: Federal Acquisition Regulation
xi. FM: Facility Manager
xii. GSO: General Service Office
xiii. HAZMAT: Hazardous Materials
xiv. JHA: Job Hazards Analysis
xv. MSDS: Material Safety Data Sheet
xvi. O&M: Operations and Maintenance
xvii. OEM: Original Equipment Manufacturer
xviii. PPE: Personal Protective Equipment
xix. PCC: Post Communications Center
xx. PCO: Post Control Officer
xxi. PM: Preventive Maintenance
xxii. PMSC: Preventive Maintenance System
xxiii. POSHO: Post Occupation Safety and Health Officer
xxiv. PV: Photovoltaic System
xxv. QAP: Quality Assurance Plan

xxvi. RSO: Regional Security Officer
xxvii. SBU: Sensitive But Unclasssified
xxviii. SOW: Statement of Works
xxix. SPT: Safety Plan Template
xxx. US: United States
xxxi. USPP: United States Personal Property
xxxii. VFD: Variable Frequency Drive
xxxiii. SDS: Safety Data Sheet
xxxiv. DC: Direct Current
xxxv. IEC: International Electrotechnical comission
xxxvi. NOB: New Office Building
xxxvii. PKG: Parking (building)
xxxviii. GFCI: Ground Fault Circuit Interruptor
xxxix. AC: Alternating Current

3. DESCRIPTION

The American Embassy in Mexico City requires preventive maintenance services for the Photovoltaic System. These services shall result in all systems being serviced under this agreement being in good operational condition when activated. If this work is to be performed on systems accessing the PCC/CAA areas of the building. Please see section 6.2.3 for security requirements.

4. NOTICE TO PROCEED

After Contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of Contract award unless the Contractor agrees to an earlier date), on which performance shall start.

5. EQUIPMENT AND PERFORMANCE REQUIREMENTS

5.1 The U.S. Embassy at Mexico City requires the Contractor to maintain the following equipment in a safe, reliable and efficient operating condition. Please see equipment list included in Attachment B for a more detailed description.

5.2 The Contractor shall provide all necessary managerial, administrative and direct labor personnel, as well as all transportation, equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with this work statement. Under this Contract the Contractor shall provide:

a. The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance.

5.3 Performance Standards.

The Photovoltaic System shall be clean and in good operating condition upon completion of the service. The preventive maintenance service shall result in the parts of the system serviced being in a condition to operate efficiently and effectively.

5.4. Hours of performance

The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 8:00AM and 4:30 PM Monday through Friday. No work shall be performed on US Government and local holidays.

6. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

6.1 General.

The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees

will be given access to the equipment and equipment areas and will be escorted by Embassy personnel.

6.2 Personnel Security.

The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who to be used on this Contract prior to their utilization. Submission of information shall be made within 30 days of award of contract. No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.

6.2.1 Vehicles.

Contractor vehicles will not be permitted inside the embassy compound without prior approval. If vehicle access is necessary, submit contractor vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This shall be submitted to the Facility Manager at least one (1) week prior to the visit.

6.2.2 ID Requirements.

Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

6.2.3 Security Clearances.

All work locations under this contractor that are designated as non-CAA areas may be performed by un-cleared American or local workers. However, all work done in CAA and PCC areas shall be performed by cleared American Construction personnel as needed to complete the services. The Contractor shall work closely with the COR, the Facility Manager (FM) or the General Services Officer (GSO).

6.3 Protection of U.S. Government personnel, property, and information.

i. The Contractor must comply with all of the following requirements relating to the protection of U.S. Embassy in Mexico City personnel, property and compound project information and cooperate fully in all security matters Sensitive But Unclassified (SBU) and information that may arise relating to this contract.

ii. Contractor personnel may also be exposed to various documents and signs, including Post notices, event schedules, DoS regulations and conversations or announcements relating to the operation of the U.S. Embassy in Mexico City and diplomatic personnel. This information should not be shared with anyone not employed by or falling under the protection of the Embassy.

iii. Contractor personnel may be exposed to various documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs and specifications, received or generated in conjunction with this contract. These documents contain information associated with diplomatic facilities for the U.S. Department of State. These documents have been marked with the handling designations “Unclassified” or “Sensitive But Unclassified” and U.S. Government warnings against reproduction and distribution. These documents require special handling and dissemination restrictions. All handling designations and warnings on original documents must be reproduced on subsequent copies.

iv. The loss, compromise, or suspected compromise or loss of any SBU information, contract related information (personnel files, payroll information, etc.), any post or diplomatic facility related information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs), or any information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the CO and the COR.

v. Photographs of any diplomatic overseas building or facility must be authorized in advance by the COR and RSO, who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.- controlled environment by appropriately cleared personnel. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

vi. Transmission of any information marked SBU or contract/personnel sensitive information, via the Internet, is prohibited. SBU information can be transmitted via ProjNet, mail, FedEx (or other commercial carrier) or fax, or handcarried by authorized contractor personnel.

vii. Discussion of U.S. Diplomatic post activities while not on post, to include in homes, hotel rooms, restaurants and all other public places, is prohibited. Any contact with host or third country nationals that seems suspicious (such as undue curiosity in the project or project personnel) shall be reported immediately to the COR and RSO.

viii. The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, including company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time.

6.4 Standards of Conduct

6.4.1 General.

The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

6.4.2 Neglect of Duties.

Neglect of duties is unacceptable. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

6.4.3 Disorderly Conduct.

The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

6.4.4 Intoxicants and Narcotics.

The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

6.4.5 Criminal Actions.

Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents

or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

6.4.6 Key Control.

The Contractor will not be issued any keys. The keys will be checked out by a "Cleared American" escort on the day of service requirements.

6.4.7 Notice to the Government of Labor Disputes.

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

7. SCHEDULED PREVENTIVE MAINTENANCE SERVICES

7.1 General.

7.1.1 The Contractor shall perform preventive maintenance as described in this STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and achieve an optimal photovoltaic system performance.

7.1.2 Inventory.

The Contractor shall inventory, supply and replace expendable parts (eg, filters, belts, hoses, gaskets) that have become worn due to wear and tear. The Contractor shall maintain a supply of expendable and common parts on site so that these are readily available for normal maintenance to include: hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuses; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material and oil spill containment kits. The contractor shall inventory the supply after each visit and order replacement supplies and have them delivered on site. Maintenance materials shall be unused and are to be industry standard and intended for the task to be performed. Parts shall be

OEM approved. Refrigerants shall meet the AHRI Standard 700-2015 or most recent AHRI Standards.

7.1.3 Exclusion.

This contract does not include repair of equipment and replacement of hardware (e.g. bearings, pistons, piston rings, crankshaft, gears.) Hardware replacements will be separately priced out by the Contractor for the Government's approval and acceptance. The Government has the option to accept or reject the Contractor's quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

7.1.4 Replacement

Repair of any electronic or electrical parts shall be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall de-install the parts at no cost to the Government.

7.1.5 Stocking

Recommended repair parts is at the discretion of the Facility Manager and is dependent upon the nearest location of the Equipment manufacturer, distributor or dealer. A recommended spare parts list shall be obtained by the contractor from the manufacturer or distributor and provided to the Facility Manager to procure.

7.1.6 Parts/materials/tools procurement and delivery for the CAA/PCC areas shall be at the discretion of the Regional Security Officer (RSO).

7.2 Checklist Approval.

The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks which the Contractor plans to perform. The Contractor shall prepare this schedule and task description in a checklist format for the COR's approval prior to contract work commencement.

7.2.1 The Contractor shall provide trained technicians to perform the service at frequencies stated in Attachment A and on the equipment called out in this SOW. The technician shall sign off on every item of the checklist and leave a copy of this signed checklist with the COR or the COR's designate after each maintenance visit.

7.2.2 It is the responsibility of the Contractor to perform all manufacturers' recommended preventive maintenance including preventive maintenance recommended by the manufacturers' technical manuals for the respective equipment.

7.2.3 Additionally, the maintenance contractor shall obtain and keep at the post O&M binders provided by the manufacturers. These binders shall be placed in a location accessible to post personnel to review as needed.

8. PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this Contract. The Contractor shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.

8.1 Subcontracting limitation and notification requirement:

The contractor shall not subcontract more than ten percent (10%) of the total value of maintenance services under this contract without prior written approval from the COR. If subcontracted labor exceeds this threshold, the contractor must provide a list of all subcontractors engaged, including primary points of contact for each, within five (5) business days of the Notice to Proceed. The contractor shall promptly notify the COR in writing of any changes to the list of subcontractors, including additions, removals, or changes in contact information. If subcontracted labor does not exceed ten percent (10%), the contractor shall submit a written memorandum to the COR within five (5) business days of the Notice to Proceed, confirming that subcontracted labor does not exceed the ten percent (10%) threshold.

8.2 Tools and Equipment.

Contractor furnished materials include but are not limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, MSDS, cleaning material and oil spill containment kit. Expendable/consumable items (e.g. hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), generator starting batteries, grease, sealant, thermostat, fuse), shall be maintained in the onsite inventory. See 7.1.2.

8.3 Repairs are not included in this contract. See 7.1.3. Exclusions

8.4 Disposal of used oil, fuel, battery and other toxic substances. The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.

9. SOFTWARE, LICENSES AND PASSWORDS

Copies of any and all software and licenses needed to control or to adjust the communications module shall be given to the post upon completion of the work.

10. DELIVERABLES

Provide a written report in English to Post Facilities Manager containing following:

a) System information (make, model, all devices types)
b) Pass/Fail of each feature and type of component tested. If a device fails, note device type, address and location within Post
c) Any comments on system (or device) condition pertaining to service life and dependability.
d) Full printout of test from system printer
e) Testing of exhaust gas by Gas Analyzer
f) The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel (#6.2)	1	30 days after contract award	COR
Certificate of Insurance (#11.2)	1	30 days after contract award	CO
PM Checklist signed by Contractor's employee (#7.2.1)	1	After completion of each maintenance service	COR
Invoice (#15)	1	After completion of each maintenance service	COR

11. INSURANCE REQUIREMENTS

11.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this Contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

11.2 Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this Contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

Public Liability Insurance

Property damage: $ 5,000.00 USD

Cumulative: $ 50,000.00 USD

Workers' Compensation and Employer's Liability

11.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required under local laws (see FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas").

12. LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to ensure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the Contract shall be payable by the Contractor without Government reimbursement.

13 LICENSES AND PERMITS

The contractor shall perform the duties specified in this SOW in full compliance with all applicable local and federal regulations of Mexico and the United States, as well as applicable international standards and any additional regulations outlined in this document. The contractor shall also provide evidence of all necessary licenses, permits, and registrations required to complete the specified duties.

14 SAFETY REQUIREMENTS

The contractors shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; contractors must avoid interruptions of Government operations and delays in project completion dates, and control costs in the performance of contract tasks. For these purposes, the contractor shall:

1. Submit a written Safety plan and JHA to the COR. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project/contract; the safety plan shall also include emergency procedures in case of any incident with his personnel.
2. Meet with the COR and the POSHO to discuss and develop a mutual understanding relative to the administration of the overall safety program.
3. Maintain an accurate record of all incidents that occurred under the contract resulting in death, injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment.
4. Report all incidents/mishaps immediately in the manner indicated by the COR and/or POSHO.
5. Be responsible for its personnel and subcontractor's compliance with all the requirements of the Safety plan and JHA.

6. Provide appropriate safety barricades, signs, and signal lights.
7. Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues.
8. Ensure that any additional safety measures that the COR and/or POSHO determines to be reasonably necessary for this purpose are accomplished.
9. Specify in the Safety plan and JHA the requirements and mitigation steps regarding safety if the work involves:
    a. Scaffolding.
    b. Work at heights.
    c. Trenching or other excavation.
    d. Earthmoving equipment.
    e. Temporary wiring, use of portable electric tools, or other recognized electrical hazards.
    f. Work in confined spaces.
    g. Use of hazardous materials – a material with a physical or health hazard
    h. Operations that create any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.
    i. Hazardous noise levels.
10. Comply with all the requirements included in the safety plan and the JHA, or any extra indications given by the POSHO and/or the COR.

The COR and/or the POSHO shall notify the CO and the contractor of any non-compliance with the safety requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the COR may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of a work order issued related to safety violations detected.

15 <u>QUALITY ASSURANCE PLAN (QAP).</u>

15.1 Plan. This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance,

and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the Contract. The role of the Government is to conduct quality assurance to ensure that Contract standards are achieved.

Performance Objective	Scope of Work Paragraphs	Performance Threshold
Services. Performs all services set forth in the Statement of Work (SOW)	1 thru 12 & Attachment A	All required services are performed and no more than one (1) customer complaint is received per service. Excellence is expected.

15.2 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

15.3 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

15.4 Procedures.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

16 TRANSITIONS/CONTACTS

Within 30 days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for preventive maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

16.1 On site contact. The following are the designated contact personnel between the U.S. Embassy and the Contractor.

COR

Jorge Enriquez – Mexico City Embassy – FAC Electrical Engineer.

EnriquezJ2@state.gov

17 SUBMISSION OF INVOICES

The Contractor shall submit an invoice after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed including parts replacement and breakdown calls, if any. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation. The Contractor should expect payment 30 days after completion of service or 30 days after receipt of invoice at the Embassy's payment office, whichever is later.

Attachment A - Statement of Work

Preventive Maintenance (PM) Services for Photovoltaic System

1. General Information.

   The United States Embassy in Mexico City requires professional services and contractor cost proposals to perform preventive maintenance services of the facility's Photovoltaic System.

2. Project Requirements.

   The Contractor shall be responsible for performing preventive maintenance services to the Photovoltaic System. These services shall result in all systems being serviced under this agreement being in good operational condition when activated, eliminating system malfunction, breakdowns and deterioration, to achieve an optimal photovoltaic system performance.

3. Description Of Equipment:

   a. Manufactured photovoltaic units detailed in the chart
   b. Photovoltaic module framing standard metal frame
   c. Photovoltaic array sectional construction
   d. Inverters listed in the chart
   e. System overcurrent protections

   For further details, refer to Attachment B - Photovoltaic System Equipment Chart (solar power assets).

4. General Requirements.

   The contractor shall provide the labor and materials required to carry out all preventive maintenance as outlined in this SOW. Embassy staff have service manuals for photovoltaic system on-site. The contractor shall confirm on-site manuals are complete and current and provide the Contracting Officer's Representative (COR) a listing of any missing or out of date manuals. The following items should be in the service manual: plans, elevations, sections and mounting details; details of the equipment assemblies; diagrams for power, signal and control wiring; utility connection and inverter type. The technician shall sign off on every task specified in the Statement

of Work and will provide a typewritten copy of their report to the COR or the COR's designate within five business days of each maintenance visit.

A. Commercial licenses and permits

The offeror shall address its plan to obtain all commercial licenses and permits required by local law. If offeror already possesses the locally required licenses and permits, a copy shall be provided.

B. Strategic plan

The offeror's strategic plan for generator maintenance services to include but not limited to:

a. A work plan taking into account all work elements in the Performance Work Statement.
b. Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use, how and when the items will be obtained.
c. Identify and submit the list of parts and materials required for maintenance service for all PV.
d. Provide a statement that manifest, or proof of disposal will be provided for toxic / hazardous wastes collected.
e. Plan of ensuring quality of services including but not limited to contract administration and oversight.
    i. If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or
    ii. a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

List of spare parts and suppliers of spare parts for PV. Proposals shall include a description of the firm's ability to obtain replacement parts and ability to perform specialized tests/diagnostic/programming equipment for doing the planned maintenance.

C. Emergency assistance for PV support

The contractor shall provide emergency assistance for PV support, priced at an hourly rate, within 24 hours of being contacted by the COR.

D. SUBCONTRACTING LIMITATION AND NOTIFICATION REQUIREMENT:

The contractor shall not subcontract more than ten percent (10%) of the total value of maintenance services under this contract without prior written approval from the COR. If subcontracted labor exceeds this threshold, the contractor must provide a list of all subcontractors engaged, including

primary points of contact for each, within five (5) business days of the Notice to Proceed. The contractor shall promptly notify the COR in writing of any changes to the list of subcontractors, including additions, removals, or changes in contact information. If subcontracted labor does not exceed ten percent (10%), the contractor shall submit a written memorandum to the COR within five (5) business days of the Notice to Proceed, confirming that subcontracted labor does not exceed the ten percent (10%) threshold.

5. Scope Of Work. PHOTOVOLTAIC SYSTEM PREVENTIVE MAINTENANCE

The contractor shall provide all materials, supervision, labor, tools, and equipment to perform preventive maintenance. All personnel working in the vicinity shall wear and /or use appropriate safety protection while work is performed. Any questions or injuries **shall** be brought to the attention of the Post COR and Occupation Safety and Health Officer (POSHO). The Contractor will provide an SDS to the COR immediately upon delivery of each chemical to be used by Contractor personnel on-site. The SDS copies will be provided to the COR for approval.

The systems and components to be maintained include Manufactured photovoltaic unit, Photovoltaic module framing, photovoltaic array construction, Inverters, system overcurrent protections, mounting structures, connection to utility, as well as control and monitoring systems and control/monitoring software. The attached equipment list provides details.

1. The contractor shall provide the COR with a list of necessary parts and materials.
2. Preventive maintenance parts shall be provided at the expense of the U.S. Govt.
    a. Inverter that meets or exceed manufacturer's specifications shall be used.
    b. Fuses that meet or exceed manufacturer's specifications shall be used.
    c. Photovoltaic panels that meet or exceed manufacturer's specifications shall be used
    d. Conductors that meet or exceed manufacturer's specifications shall be used
3. The contractor shall provide emergency assistance for photovoltaic failure, priced at an hourly rate, within **24 hours** of being contacted by the COR.
4. The Government **will** provide monitoring data to contractor so the failing part can be ordered and in process prior to responding.

If any discrepancies are found with the photovoltaic systems that are not covered under this scope of work, the contractor shall provide the following:

a. Detailed report noting the discrepancy found.
b. Bill of Materials (BOM) to include component name, quantity, part number, and price for any software, repair material required and material lead time.
c. Price quote for repair labor.

SAFETY & SPECIAL INSTRUCTIONS:

The contractors shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; contractors must avoid interruptions of Government operations and delays in project completion dates, and control costs in the performance of contract tasks. For these purposes, the contractor shall:

1. Use appropriate personal protective equipment (PPE) when performing work
2. Check all work areas, tools, and equipment to ensure unsafe conditions are eliminated or guarded against.
3. Follow site safety procedures.
4. Schedule maintenance with operating personnel and affected offices (security).
5. Follow approved lockout/tag out procedures.
6. Lockout and disconnect the main power and DC power connection before tightening the main supply lugs in order to avoid the hazard of electrical shock, which could result in serious personal injury or death.
7. Review and follow the manufacturer's instructions.
8. Record results in the equipment history log.
9. Remove lockout/tag out in accordance with appropriate procedures.
10. Report all incidents and near miss incidents to COR and assist as requested in the investigation and corrective action.

At a <u>minimum</u>, the following work shall be completed:

Notes:

- Contractor shall submit to the COR for review, work sheet/checklist that will be used for performing maintenance service.
- A discrepancy report shall be submitted to the COR immediately upon discovery of any condition that could result in equipment failure or not preforming per design output and corrective measure to bring the system back to designed optimization.
- Performance test and output of the system shall be submitted to the COR within 30 days from date of service.

LICENSES AND PERMITS

The contractor shall perform the duties specified in this SOW in full compliance with all applicable local and federal regulations of Mexico and the United States, as well as applicable international standards and any additional regulations outlined in this document. The contractor shall also provide evidence of all necessary licenses, permits, and registrations required to complete the specified duties.

PHOTOVOLTAIC SYSTEM

MAINTENANCE PROCEDURES

The purpose of this Statement of Work is to ensure the entire photovoltaic systems for this facility are maintained according to manufacturer's recommendations to ensure the readiness and proper operation of the system. All maintenance requirements are callout in IEC 62446-12016 (Photovoltaic (PV) systems – requirement for testing, documentation and maintenance).

Maintenance procedure for Photovoltaic System

Annual schedule:

1. Conduct visual inspection of photovoltaic system.
   a. Check for evidence damage to photovoltaic panels. 1,306 solar panels in total. (NOB + PKG buildings)
   b. Inspect wiring harness for wear and damage.
   c. Inspect supports damage and stability.

d. Inspect system for corrosion.
e. Inspect inverters and replace them if needed.
f. Fuses – Inspect and adjust/replace if needed.
g. Check photovoltaic system to ensure that vegetation is removed or controlled under and over photovoltaic.

2. Panel inspection and cleaning:
   a. Check each connection for voltage and current output
   b. Soiling and resulting cleaning regimen depend on local sources of dirt. (agricultural dust, construction dust, pollen, bird population, diesel soot, industrial sources, snow, sand and lack of rain). Area climate may result in a more often cleaning this will be determined by the monitoring system and the drop off of production of the overall system.
   c. Infrared all panels for hot spots on the panel which results in a panel failure
   d. Infrared all cable connections.
   e. Check disconnects for DC system.
   f. Test grounding on each panel (result should be close to zero)
   g. Two test methods are possible (short circuit test or operational test) and both will provide information on the correct functions of the PV panels.

3. DC disconnect cleaning and inspection
   a. Replace input filters on disconnection system.
   b. Inspect fans for proper operations and damage.
   c. Replace output filters on disconnection system.
   d. Test output DC system for quick release and break of connection
   e. Test GFCI system and ensure that the system is protected space.
   f. Polarity of all DC cables shall be verified using suitable test apparatus.

4. Inverters.
   a. Inverter preventive maintenance for each inverter per manufacturer's operating guideline
   b. Clean inverter cabinet air vents
   c. Clean and change inverter air filter, if present, per manufacturer requirements

d. Clean and remove dust from inverter heat sinks per manufacturer requirements
e. Check torque marks and re-tighten appropriate wiring connection to design specification torque force per manufacture requirements.
f. The potential for the system inverter to produce a DC back-feed into PV array circuits shall also be verified. It should also be verified that any back-feed current is lower than the module maximum fuse rating and the string cable ampere rating.
g. There are some mains to the inverter on the AC side that have to be isolated
h. The inverter operational parameters operation as programmed and designed.
i. All DC junction boxes (PV generator and PV array boxes) carry a warning label indicating that active parts inside of boxes are fed from the PV array and may still be energized after isolation from the PV inverter and public supply.
j. Inverter type
    i. AC Module;
    ii. Micro inverter; testing of DC circuits is required; inspection of DC equipment is required.
    iii. Module integrated electronics; Where possible a standard test regime to be followed, manufacturer to be consulted to determine any restrictions to tests, manufacturers to be consulted on pass/fail criteria for tests.
k. Once polarity is confirmed, cables shall be checked to ensure they are correctly identified and correctly connected into system inverter.

5. Additional considerations

The contractor shall supply to post:

Troubleshooting and repair manuals for Photovoltaic system.

Attachment B – Photovoltaic System Equipment Chart (solar power assets)

Property	Space	Equipment	Subtype Asset	Manufacturer	Model	Serial Number	CAP
20009 -PKG	A1. 420	PV Power Plant Manager	PV Main Controller	SMA	SMA Power Plant Manager. SMA Hybrid Controller. Wago PFC200. Data ManagerL (ennexOS software)	N/A	N/A
20001 -NOB	5.321	Solar PV, Fuel Save Controller Data Acquisition Module	PV Data Acquisition Controller	Solar Technology AG	FSC-11-DAQ	1900500263	N/A
20001 -NOB	5.321	Solar PV Inverter 1	PV Inverter	Sunny Tripower	STP-62-US41	3013193335	62 KW
20001 -NOB	5.321	Solar PV Inverter 2	PV Inverter	Sunny Tripower	STP-62-US41	3015175415	62 KW
20001 -NOB	5.321	Solar PV Inverter 3	PV Inverter	Sunny Tripower	STP-62-US41	3015175421	62 KW
20001 -NOB	5.321	Solar PV Inverter 4	PV Inverter	Sunny Tripower	STP-62-US41	3015196294	62 KW
20001 -NOB	Roof	Solar PV Modules	PV Module	Sunny Maxeon	SPR-MAX3-400-COM	646 modules	400 W
20001 -NOB	Roof	Solar PV, RSS Transmitter	PV, RSS Transmitter	Tigo	TS4-A-F Rapid Shutdown Device	646 units	700 W
20009 -PKG	A1. 420	Solar PV, Fuel Save Controller Data Acquisition Module	PV Data Acquisition Controller	Solar Technology AG	FSC-11-DAQ	1900500264	N/A
20009 -PKG	A1. 420	Solar PV Inverter 1	PV Inverter	Sunny Tripower	STP-62-US41	3015175418	62 KW
20009 -PKG	A1. 420	Solar PV Inverter 2	PV Inverter	Sunny Tripower	STP-62-US41	3015196292	62 KW
20009 -PKG	A1. 420	Solar PV Inverter 3	PV Inverter	Sunny Tripower	STP-62-US41	3015175422	62 KW
20009 -PKG	A1. 420	Solar PV Inverter04	PV Inverter	Sunny Tripower	STP-62-US41	3013254524	62 KW
20009 -PKG	Roof	Solar PV Modules	PV Module	Sunny Maxeon	SPR-MAX3-400-COM	660 modules	400 W
20009 -PKG	Roof	Solar PV RSS Transmitter	PV, RSS Transmitter	Tigo	TS4-A-F Rapid Shutdown Device	660 units	700 W

Attachment C - Payment Registration Form – MX Pesos MX Bank (local currency)

Financial Management Center

Instrucciones de Pago (MX pesos)
Información de la Compañía

Cuenta Nueva ☐ Cambio de Cuenta ☐

Nombre de la Empresa _____
Nombre de quien expide factura _____
RFC _____
Persona a contactar en la empresa _____
Número de teléfono _____
Email _____
Dirección _____
Unique Entity ID (SAM.gov) _____

Información bancaria para transferencias electrónicas en MX pesos.
Nombre del Banco _____
CLABE Interbancaria (18 dígitos) _____
Moneda de la cuenta _____

Si es cuenta concentradora, incluir número de referencia:
Referencia Numérica: _____
Referencia Alfanumérica: _____

_____ _____
Firma Fecha

. . . . . .

UNCLASSIFIED

Note to Offeror: This form has to be signed and attached in PDF format.

Attachment D - Payment Registration Form – US Dollars US Bank

Financial Management Center

Payment Registration

Company Information

New Registration of Account ☐ Change of Account ☐

Name of the account holder _____
Name - Point of Contact _____
Telephone Number _____
E-mail Address _____
Address _____
_____
DUNS Number _____
Vendor US Tax ID _____

Bank information needed for EFT transfers in USD to a Bank in the United States

BANK INFORMATION _____
Bank Name _____
Bank Routing Number
(must be 9 digits beginning with a 0,1,2 or 3) _____
Account Number _____
Currency of Account USD

_____
Signature Date

FMC approval _____

Note to Offeror: This form has to be signed and attached in PDF format.

Attachment E - Payment Registration Form – US Dollars MX Bank

Financial Management Center

Instrucciones de Pago
Información de la Compañía

Cuenta nueva ☐ Cambio de cuenta ☐

Titular de la Cuenta _____
RFC (para empresas Mexicanas) _____
Nombre – Punto de Contacto _____
Número telefónico _____
E-mail _____
Direccion _____
DUNS Number _____

Información bancaria para transferencias electrónicas en dólares para bancos Nacionales.

INFORMACION BANCARIA

Nombre del banco _____
SWIFT Banco Mexicano*
* (distinto al Swift del Banco Intermediario) _____
CLABE Interbancaria (18 digitos) _____
Moneda de la Cuenta **USD**

INFORMACION DE BANCO INTERMEDIARIO

Nombre del banco intermediario _____
SWIFT Banco Intermediario*
*(distinto al Swift del Banco Mexicano) _____

_____ Firma

_____ Fecha

Aprobado por FMC_____

Note to Offeror: This form has to be signed and attached in PDF format.

Attachment F – Vendor Portal Registration

Attachments are included as separate files as part of the Solicitation Package.

Attachment G – Safety Plan

Attachments are included as separate files as part of the Solicitation Package.

SECTION 2 - CONTRACT CLAUSES

52.212-4 Terms and Conditions—Commercial Products and Commercial Services.

Terms and Conditions—Commercial Products and Commercial Services (Deviation Date)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services;
(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Other contract clauses incorporated in the solicitation or contract;
(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.

(s) *Unauthorized obligations*.
(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Alternate I (Deviation Date). When contemplating a time-and-materials or labor-hour contract, substitute the following paragraphs (a), (b), (i), (l), and (m) for those in the basic clause.

(a) The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. As used in this clause—

Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

(3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

Materials means—

(1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(4) The following subcontracts for services which are specifically excluded from the hourly rate: *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

(5) Indirect costs specifically provided for in this clause.

Subcontract means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) *Inspection/Acceptance*.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (b)(4) and (5) of this clause, the Government may, at any time, require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(i) *Payments*.

(1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do

not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other direct costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *None*

(*2) Indirect costs (material handling, subcontract administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *None*

(2) *Total cost*. The total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until

the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government will pay any such increases within 30 days, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) The Contracting Officer will issue a final decision if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR part 32 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work under this contract and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined

that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEVIATION DATE)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION DATE)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APRIL 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (DATE)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract

purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm*.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
2) Clearly identify themselves and their contractor affiliation in meetings;
3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

a) General

The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed price stated in this contract.

b) Invoice Submission

The contractor shall submit invoices in electronic format to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 52.232-25, 32.905(e), and the following minimum requirements:

1. Electronic Invoice.
2. Contractor's name and complete legal address.
3. Contractor's RFC.
4. Date issued.
5. Issue Invoice as follows:

   Embajada de los Estados Unidos de America
   Presa la Angostura No. 225,
   Colonia Irrigación,
   CDMX, C.P.11500
   RFC: EEU 930201 289.
6. Period of performance being charged.
7. Invoice Number
8. Account Number.
9. IVA broken down (if applicable).
10. Amounts shall be in numbers and spelled out.
11. Signed copy of the Maintenance Checklist for the work performed including parts replacement and breakdown calls, if any.

If an invoice does not contain the above information, the United States Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendars days. The Contractor must then submit a proper invoice.

c) Invoice Submission Schedule and Instructions

The Contractor shall submit an invoice with the total amounts of services incurred within ten (10) calendar days after completing the service.

d) Address to Send Electronic Invoices

The Accounts Payable section of the U.S. Embassy has a paperless Voucher processing system known as ILMS VENDOR PORTAL. Please follow the guidelines stated in Attachment 9, to submit a payment request through the VENDOR PORTAL. Paper or emailed invoices are no longer accepted.

e) Frequency of Payments

Payment shall be made by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice and approval by the COR or designated GTM.

f) Contractor Remittance Address

The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

_____

_____

_____

_____

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

(a) The Department of State observes the following days as holidays:

Date	Holiday	US/Local
Jan 01	New Year's Day	US
Jan 16	Birthday of Martin Luther King, Jr.	US
Feb 18	President's Day	US

May 27	Memorial Day	US
June 19	Juneteenth	US
Jul 04	Independence Day	US
Sep 02	Labor Day	US
Oct 14	Columbus Day	US
Nov 11	Veterans Day	US
Nov 28	Thanksgiving Day	US
Dec 25	Christmas	US

Below is a list of the Mexican holidays*

Date	**Holiday**	**US/Local**
Jan 01	Año Nuevo	LOC
Feb 5	Dia de la Constitución	LOC
March 21	Benito Juarez's Birthday	LOC
March 28-29	Holy week	LOC
May 1	Dia Internacional del Trabajador	LOC
May 10	Mother's day	LOC
Sept 16	Mexico's Independency day	LOC
Nov 2	Dia de Muertos	LOC
Nov 20	Revolución Mexicana	LOC
Dec 12	Dia de la Virgen de Guadalupe	LOC
Dec 25	Christmas	LOC

*Some dates could change every year. Please check with post before scheduling the visit

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be

reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each

designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Mechanical Engineer.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

52.240-91 Security Prohibitions and Exclusions

Security Prohibitions and Exclusions (Deviation Date)

(a) *Definitions.* As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;

(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests

in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Instructions to Offerors—Commercial Products and Commercial Services (Deviation Date)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that

makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION DATE)

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.233-2 SERVICE OF PROTEST (SEP 2006)

a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Head of Contracting Activity of the U.S. Embassy Mexico City.

b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to

full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of quotes, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister Counselor for Management Affairs, at 5080-2300. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of Global Acquisitions (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

3.1 PRE-PROPOSAL CONFERENCE

3.1.1 Date and Time.

A site visit to discuss the requirements of this solicitation will be held on **June 23, 2026 at 14:00 hours CST (Local time - Mexico City)** Prospective offerors/quoters should contact the Contracting team at MexicoCityGSOSolicitations@groups.state.gov for additional information.

3.2 QUESTIONS & ANSWERS

Oral questions will not be answered. Questions related to this Solicitation shall be submitted in writing and in English language. All questions shall refer to the page number, section, paragraph, and sentence of the solicitation to prevent confusion.

3.2.1 Questions and Answers Before Site Visit.

Offerors are urged to submit written questions at least three (3) days before the scheduled pre-proposal conference date using the email address below:

MexicoCityGSOSolicitations@groups.state.gov

3.2.2 Questions at the Site Visit.

The Government will try to answer all questions submitted before the Site Visit. Attendees may also ask additional questions at the site visit; however, if any answer requires further research, there is no guarantee that the question will be answered at the visit.

3.2.3 Government Statements at the Site Visit.

The Government's statements at the pre-proposal conference shall not be considered to be a change to the solicitation unless a written amendment is issued.

3.2.4 Deadline to Submit Questions.

The deadline to submit a question is June 30, 2026, before 10:00 hours, local time.

3.2.5 Posting of Questions and Answers

Following the questions deadline, questions and answers will be posted on SAM.gov (https://sam.gov/content/opportunities). All prospective offerors will be able to download all questions presented in writing prior, during and after the pre-proposal conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued and posted.

SECTION 4 - EVALUATION FACTORS

4.1 Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

4.2 The Government reserves the right to reject quotes that are unreasonably low or high in price.

4.3 The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

4.4 The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.

4.5 The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

a. Adequate financial resources or the ability to obtain them;
b. Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
c. Satisfactory record of integrity and business ethics;
d. Necessary organization, experience, and skills or the ability to obtain them;
e. Necessary equipment and facilities or the ability to obtain them; and
f. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (DEVIATION DATE)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of quote revisions.

4.6 TECHNICAL EVALUATION

4.6.1 Licensing and Legal Authorization Requirement.

Offerors must provide documentation demonstrating their legal authorization to perform the services described in this solicitation. To comply, offerors may provide the following:

a) Any trade-specific licenses applicable to the scope of work.

b) Offerors must submit copies of all relevant licenses as part of their proposal

4.6.2 Proof of experience

a) Offerors shall provide documentation demonstrating relevant experience in performing preventive maintenance services for Photovoltaic System, and auxiliary equipment, for facilities of similar size and complexity.
b) Offerors must submit details for at least five (3) contracts completed within the past five (5) years. At least three (2) of these contracts shall include maintenance services comparable in scope to this solicitation
c) For each contract, the following information shall be provided:
    a. Client Name:
    b. Location (City, Country):
    c. Contract Title or Description:
    d. Brief Scope of Work
    e. Contract Value:
    f. Period of Performance: (start and end dates)
    g. Client Point of Contact: (name, title, email, and telephone number)
d) The Government reserves the right to contact any or all references to verify the information provided and to assess the offeror's performance on previous contracts.

4.6.3 Organizational Structure Submission.

a) Offerors shall submit an organizational chart specific to this contract, clearly indicating the proposed structure and position titles necessary to fulfill the requirements of the scope of work.
b) The organizational structure shall include, at a minimum:
    a. Qualified maintenance technicians
    b. Site supervisor or technical lead
    c. While the inclusion of names and individual qualifications is permitted and may be considered supplementary information, the primary evaluation will be based on the clarity, appropriateness, and sufficiency of the proposed organizational structure and roles.

4.6.4 Technical Capability Verification

Offerors shall demonstrate the technical capability of their proposed personnel to perform the required preventive maintenance services as described in this SOW.

As part of the proposal, Offerors shall provide written description to the following technical subjects:

a) Preventive Maintenance Methodology.
b) Controls and Instrumentation: Explain how instrumentation and control systems are verified and calibrated.
c) Relevant Experience: Describe experience with Photovoltaic system maintenance.
d) Tools and Equipment Availability. Offerors shall confirm the tools and equipment that they will bring to our facilities to perform the required maintenance services.

4.6.5 Safety Plan (Attachment G).

4.6.6 Quotation according to technical requirements as described in Section I of this RFQ.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS
ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

FAR Clauses Incorporated by Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:
http://www.acquisition.gov/far/ or *http://farsite.hill.af.mil/vffara.htm*
These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

52.240-90 Security Prohibitions and Exclusions Representations and Certifications.
Security Prohibitions and Exclusions Representations and Certifications (Deviation Date)
(a) *Definitions.* As used in this provision-—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)